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EXAMINER

LE, DAVID Q

ART UNIT	PAPER NUMBER
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3621

DATE MAILED: 12/03/2002

Please find below and/or attached an Office communication concerning this application or proceeding.

**Office Action Summary**

Application No.

09/916,528

Applicant(s)

SALAS ET AL.

Examiner

David Q Le

Art Unit

3621

– The MAILING DATE of this communication appears on the cover sheet with the correspondence address –  
Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133).
- Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

**Status**

- 1) ☐ Responsive to communication(s) filed on \_\_\_\_.
- 2a) ☐ This action is **FINAL**.                      2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

**Disposition of Claims**

- 4) ☒ Claim(s) 1-50 is/are pending in the application.
- 4a) Of the above claim(s) \_\_\_\_ is/are withdrawn from consideration.
- 5) ☐ Claim(s) \_\_\_\_ is/are allowed.
- 6) ☒ Claim(s) 1-50 is/are rejected.
- 7) ☐ Claim(s) \_\_\_\_ is/are objected to.
- 8) ☐ Claim(s) \_\_\_\_ are subject to restriction and/or election requirement.

**Application Papers**

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on \_\_\_\_ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
- Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
- 11) ☐ The proposed drawing correction filed on \_\_\_\_ is: a) ☐ approved b) ☐ disapproved by the Examiner.
- If approved, corrected drawings are required in reply to this Office action.
- 12) ☐ The oath or declaration is objected to by the Examiner.

**Priority under 35 U.S.C. §§ 119 and 120**

- 13) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some \* c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
2. ☐ Certified copies of the priority documents have been received in Application No. \_\_\_\_.
3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).
- \* See the attached detailed Office action for a list of the certified copies not received.
- 14) ☐ Acknowledgment is made of a claim for domestic priority under 35 U.S.C. § 119(e) (to a provisional application).
- a) ☐ The translation of the foreign language provisional application has been received.
- 15) ☒ Acknowledgment is made of a claim for domestic priority under 35 U.S.C. §§ 120 and/or 121.

**Attachment(s)**

- 1) ☒ Notice of References Cited (PTO-892)                      4) ☐ Interview Summary (PTO-413) Paper No(s). \_\_\_\_.
- 2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)                      5) ☐ Notice of Informal Patent Application (PTO-152)
- 3) ☒ Information Disclosure Statement(s) (PTO-1449) Paper No(s) \_\_\_\_.
- 6) ☐ Other: \_\_\_\_\_

## DETAILED ACTION

### *Double Patenting*

1. The nonstatutory double patenting rejection is based on a judicially created doctrine grounded in public policy (a policy reflected in the statute) so as to prevent the unjustified or improper timewise extension of the "right to exclude" granted by a patent and to prevent possible harassment by multiple assignees. See *In re Goodman*, 11 F.3d 1046, 29 USPQ2d 2010 (Fed. Cir. 1993); *In re Longi*, 759 F.2d 887, 225 USPQ 645 (Fed. Cir. 1985); *In re Van Ornum*, 686 F.2d 937, 214 USPQ 761 (CCPA 1982); *In re Vogel*, 422 F.2d 438, 164 USPQ 619 (CCPA 1970); and, *In re Thorington*, 418 F.2d 528, 163 USPQ 644 (CCPA 1969).

A timely filed terminal disclaimer in compliance with 37 CFR 1.321(c) may be used to overcome an actual or provisional rejection based on a nonstatutory double patenting ground provided the conflicting application or patent is shown to be commonly owned with this application. See 37 CFR 1.130(b).

Effective January 1, 1994, a registered attorney or agent of record may sign a terminal disclaimer. A terminal disclaimer signed by the assignee must fully comply with 37 CFR 3.73(b).

2. Claims 1, 15, 21, 22 are rejected under the judicially created doctrine of obviousness-type double patenting as being unpatentable over claims 1, 13, 18, 19 of Salas et al., prior U.S. Patent No. 6,314,408 B1. Although the conflicting claims are not identical, they are not patentably distinct from each other because claims 1, 15, 21, 22 are generic to claims 1, 13, 18, 19 in *Salas*.

3. Claims 2-4, 5, 6-7, 9-14, 16, 17, 18-20, 23 are rejected under the judicially created doctrine of obviousness-type double patenting as being unpatentable over claims 2-4, 1, 5-6, 7-12, 14, 13, 15-17, 20

Art Unit: 3621

of *Salas*, respectively. Although the conflicting claims are not identical, they are not patentably distinct from each other because claims 2-4, 5, 6-7, 9-14, 16, 17, 18-20, 23 are generic to claims 2-4, 1, 5-6, 7-12, 14, 13, 15-17, 20 of *Salas*, respectively.

4. A rejection based on double patenting of the "same invention" type finds its support in the language of 35 U.S.C. 101 which states that "whoever invents or discovers any new and useful process ... may obtain a patent therefor ..." (Emphasis added). Thus, the term "same invention," in this context, means an invention drawn to identical subject matter. See *Miller v. Eagle Mfg. Co.*, 151 U.S. 186 (1894); *In re Ockert*, 245 F.2d 467, 114 USPQ 330 (CCPA 1957); and *In re Vogel*, 422 F.2d 438, 164 USPQ 619 (CCPA 1970).

A statutory type (35 U.S.C. 101) double patenting rejection can be overcome by canceling or amending the conflicting claims so they are no longer coextensive in scope. The filing of a terminal disclaimer cannot overcome a double patenting rejection based upon 35 U.S.C. 101.

5. **Claim 8** is rejected under 35 U.S.C. 101 as claiming the same invention as that of **claim 1** of *Salas*, prior U.S. Patent No. 6,314,408 B1. This is a double patenting rejection.

#### ***Claim Rejections - 35 USC § 102***

6. The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this section made in this Office action:

A person shall be entitled to a patent unless –

(a) the invention was known or used by others in this country, or patented or described in a printed publication in this or a foreign country, before the invention thereof by the applicant for a patent.

(b) the invention was patented or described in a printed publication in this or a foreign country or in public use or on sale in this country, more than one year prior to the date of application for patent in the United States.

Art Unit: 3621

7. **Claims 1-3, 12, 15-16, 20-23** are rejected under 35 U.S.C. 102(a) as being anticipated by either **Smartsoft** (Product Sales and Upgrade Sales, <http://www.smartsoft.com>) or **RealAudio/RealNetworks** (RealAudio) (RealAudio Server – Ordering Information, <http://www.realaudio.com>).

As per **claims 1, 15, 21, 22**.

Both Smartsoft and RealAudio disclose an ordering system for products through which a user can request a product (Smartsoft: Product or Product Selection; RealAudio: RealAudio Server-Ordering Information),

generate a license string (Smartsoft: License String; RealAudio: Ownership Information Settings: LicenseKey),

and transmit the License string to the user by email. (Smartsoft: Return License by: Email; RealAudio: Ownership Information Settings: "license ..received by email").

As per **claims 2, 12, 16, 20**.

Both Smartsoft and RealAudio disclose all the limitations of claims 1, 15 respectively.

Smartsoft and RealAudio further disclose an ordering and license delivery system on the Internet, i.e. a distributed communications network (see above citations/websites).

As per **claims 3, 23**.

Both Smartsoft and RealAudio disclose all the limitations of claims 1, 22 respectively.

Smartsoft and RealAudio further disclose that payment information maybe received from the requestor (see above citations/websites).

8. **Claims 5, 6, 13, 14, 17** are rejected under 35 U.S.C. 102(a) as being anticipated by **RealAudio**.

As per **claims 5, 17**.

RealAudio disclose all the limitations of claims 1 and 15 respectively.

RealAudio further discloses that it uses a cryptographic process to generate the license string (RealAudio: Ownership Information Settings: Encrypted License String)

As per **claim 6**.

RealAudio disclose all the limitations of claims 1 and 5.

RealAudio further discloses that the cryptographic process generates the license string by encoding a character text string (RealAudio: Ownership Information Settings: "new or upgraded license, ...Example).

As per **claim 13**:

RealAudio discloses all the limitations of claim 1.

RealAudio also discloses that it provides a 30-day FREE sample of its RealAudio Server (RealAudio: Try RealAudio Server 3.0; Use It Free for 30 days). The product only functions for a pre-determined period of time if a license string is not entered into the product.

As per **claim 14**:

RealAudio discloses all the limitations of claim 13.

RealAudio further discloses that its servers may be enabled or maintained by purchasing a "new or upgraded license" (Real Audio: Ownership Information Settings). The license string in this instance enables the product to function beyond the pre-determined period of time.

Art Unit: 3621

9. Claims 1-6, 10-12, 15-23 are rejected under 35 U.S.C. 102(b) as being anticipated by Barber,

US Patent No. 5,390,297.

As per claims 1, 15, 22.

*Barber* discloses: receiving a request for a product, (Column 8, lines 20-65); generating, substantially at the time the request is received, a license string that controls access to the product, see Column 8, line 65 - Column 9, line 1; transmitting the license string to the requestor, see Column 9, lines 1-2.

As per claims 2, 16.

*Barber* discloses all the limitations of claims 1 and 15 respectively. *Barber* further discloses a distributed network, see Figure 1.

As per claims 3, 23.

*Barber* discloses all the limitations of claims 1 and 22 respectively. *Barber* further discloses the request includes a request and payment information, see Column 8, lines 20-65.

As per claim 4.

*Barber* discloses all the limitations of claim 1.

*Barber* further discloses verifying payment information, see Column 8, lines 20-65.

As per claims 5, 17.

*Barber* discloses all the limitations of claims 1 and 15 respectively. *Barber* further discloses a cryptographic process to generate a license string that controls access to the product, see Column 8, line 48 - Column 10, line 62.

As per claim 6.

*Barber* discloses all the limitations of claim 1.

*Barber* further discloses the cryptographic process generates the license string by encoding a character text string, see Column 8, line 48 - Column 10, line 62.

As per claims 10, 18.

*Barber* discloses all the limitations of claims 1 and 15 respectively. *Barber* further discloses the license string controls access to a single facility, see Column 8, lines 40-41.

As per claims 11, 19.

*Barber* discloses all the limitations of claims 1 and 15 respectively. *Barber* further discloses the license string controls access to multiple facilities, see Column 8, lines 20-48.

As per claims 12, 20.

*Barber* discloses all the limitations of claim 1 and 15 respectively. *Barber* discloses a License string which can be returned by over a network, see Column 9, lines 1-2.

As per claim 21.

*Barber* discloses all the limitations of claim 1.

*Barber* discloses an article of manufacture with the program product on it, see Column 9, lines 31-43.

Art Unit: 3621

***Claim Rejections - 35 USC § 103***

10. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

11. **Claim 7** is rejected under 35 U.S.C. 103(a) as being unpatentable over **Barber** in view of Official Notice.

*Barber* discloses all the limitations of claim 1.

*Barber* further discloses a license string controlling access to the product when supplied by the requestor, see Column 8, line 48 - Column 10, line 62. *Barber* does not specifically disclose generating a license string as an upper case alphanumeric text string, the characters in the text string excluding capital O, capital I, and the numbers 0 and 1.

It is well known in the computer arts to minimize as much as possible operator/user error when the operator/user needs to enter data into software applications. Occasionally key or license strings will be broken up into groups of 4-6 characters separated by hyphens for easier reading and transcribing. Similarly, the capital letters O and I are easily confused with the numbers 0 and 1 and may make it more difficult to read and correctly transcribe what typically is a long string of characters.

Therefore, it would have been obvious to one of ordinary skill at the time the invention was made to exclude the characters capital O, capital I, and the numbers 0 and 1 from the license string generated by the invention of *Barber* in order to minimize user confusion in the entry of the license string.

12. **Claim 9** is rejected under 35 U.S.C. 103(a) as being unpatentable over **Barber** in view of **He et al**, US Patent No. 6,088,451.

*Barber* discloses all the limitations of claim 1.

*Barber* does not specifically disclose generating a license string including validation information.

*He et al* teaches the use of a checksum, a well known method for data string validation, see Column 10, lines 18-47, for the benefit of protecting information from being accidentally or maliciously changed and ensuring correct communication between user and the network.

Therefore, it would have been obvious to one of ordinary skill at the time the invention was made to include the checksum validation taught by *He et al* in the invention of *Barber* for the benefit of protecting information from being accidentally or maliciously changed and ensuring correct communication between user and the network.

13. **Claims 13, 14** are rejected under 35 U.S.C. 103(a) as being unpatentable over **Barber** in view of **Edwards Jr**, US Patent No. 5,014,234.

Art Unit: 3621

As per claim 13.

*Barber* discloses all the limitations of claim 1.

*Barber* does not specifically disclose the product functions for a predetermined period of time before the license string is entered.

*Edwards Jr* teaches limited usage for predetermined period of time before the license string is entered, see Column 1, line 25 - Column 2, line 3 for the benefit of providing a "try before you buy" license feature and still allow protection of the software.

Therefore, it would have been obvious to one of ordinary skill at the time the invention was made to modify the invention of *Barber* to allow usage for a predetermined period of time before the license string is entered providing a "try before you buy" license feature and still allow protection of the software.

As per claim 14.

*Barber* in view of *Edwards Jr* discloses all the limitations of claim 13.

*Barber* discloses that the license string enables use of the product, see Column 8, line 20 - Column 10, line 63.

*Barber* does not specifically disclose entry of the license string extends the predetermined time for which the product will function.

*Edwards Jr* teaches entry of the defuse number extends the usage for predetermined period of time, see Column 8, lines 16 - 39 for the benefit of allowing continued use of the product and still allow protection of the software.

Therefore, it would have been obvious to one of ordinary skill at the time the invention was made to modify the invention of *Barber* to allow usage for a predetermined period of time after the license string is entered for the benefit of allowing continued use of the product and still allow protection of the software.

14. Claim 8 is rejected as being unpatentable over RealAudio.

RealAudio discloses all the limitations of claim 5.

RealAudio further discloses that:

a) Their products may be licensed for limited time usage: servers good for 30-day evaluation, special "Events"(see website, above citations); these licenses are all based on "dates": date of start, date of expiration.

b) The licenses are also priced based on the number of intended users: RealAudio servers licensed for 60, 100, 500 concurrent "streams" (see website, above citations); the licenses are thus based on a "number of users".

c) The licenses enable software on widely varying platforms: UNIX, MS Windows, Macintosh, others; provide varying modules: RealAudio/Video servers, with or without "RealFlash" (see website, above citations); each is a different "type" of license.

RealAudio does not specifically disclose that their license strings would carry a "date of creation" encoding. However it would have been obvious to one of ordinary skill at the time the invention was made to use such date stamping as a means for encoding limited time usage licenses as disclosed by the company.

Such a system would meet the limitations of claim 8, generating the license string by encoding:



Art Unit: 3621

a date of creation of the license string;  
a number of users enabled by the license string; and  
a type of license string created.

15. **Claims 24, 41, 50** are rejected under 35 U.S.C. 103(a) as being unpatentable over **Blackboard** (<http://www.blackboard.com>) in view of "**Group Vs Enterprise Collaboration: The Emergence of Team-Focused Groupware**", **IDC (IDC)**, Sept. 1997, and further in view of **RealAudio**.

Blackboard develops, licenses, and supports enterprise software for online educational programs spanning many disciplines and or projects (see Blackboard, Bringing Education Online, website). These products provide access to information pertaining to at least one project.

IDC discloses the emergence in the early 1990s of many collaborative enterprise "groupware" (from Lotus Development, Novell, ICL, others), products typically licensed to organizations and pertaining to multi-project applications.

RealAudio discloses all the limitations of claims 24, 41, 50 except for the product providing access to information pertaining to at least one project.

It would have been obvious to one ordinarily skilled in the art at the time the invention was made that the licensing system and method disclosed by RealAudio (as well as the Barber and other references as cited above) would have lent themselves perfectly to the licensing of software products as described by Blackboard and IDC. Since all those products were designed to be used over distributed communications networks, it would make perfect sense to use the same networks to distribute and license them. Such licensing systems, methods, and items of manufacture would meet the limitations of claims 24, 41, 50.

16. **Claims 34, 38-40, 45, 47-49** are rejected under 35 U.S.C. 103(a) as being unpatentable over **Blackboard** in view of **IDC** and further in view of **RealAudio**,

As per **claims 34, 45**.

Blackboard in view of IDC and further in view of RealAudio disclose the limitations of claims 24 and 41 respectively.

Blackboard and IDC disclose products that provide access to a plurality of projects (see Blackboard website, IDC).

As per **claims 38, 47**.

Blackboard in view of IDC and further in view of RealAudio disclose the limitations of claims 24 and 41 respectively.

Blackboard and the products disclosed in IDC all pertain to projects performed in online "environment(s) for knowledge workers who work together" (IDC), i.e. virtual workrooms.

As per **claims 39, 48**.

Art Unit: 3621

Blackboard in view of IDC and further in view of RealAudio disclose the limitations of claims 38 and 47 respectively.

Blackboard and the products disclosed in IDC all provide tools for "group calendaring, scheduling, information sharing, document management, electronic conferencing, messaging, and workflow management" (IDC), i.e. the virtual workroom provides access to files, data, and discussion information.

As per claims 40, 49.

Blackboard in view of IDC and further in view of RealAudio disclose the limitations of claims 38 and 47 respectively.

Blackboard and the products disclosed in IDC all are to be used over an intranet or the Internet, i.e. the virtual workroom corresponds to a collection of HTML pages.

It would have been obvious to one ordinarily skilled in the art at the time the invention was made that the systems and methods disclosed by RealAudio (as well as the other references cited above) would have lent themselves perfectly to the licensing of new software products as described by Blackboard and IDC. Since all those products were going to work over distributed communications networks, it would make perfect sense to use the same networks to distribute and license them. Such licensing systems and methods would meet the limitations of the above claims.

17. Claims 25-26, 28-29, 31, 35-37, 42-43, 46 are rejected under 35 U.S.C. 103(a) as being unpatentable over Blackboard in view of IDC and further in view of RealAudio.

As per claims 25, 35, 42, 46.

Blackboard in view of IDC disclose all the limitations of claims 24 and 41, respectively.

RealAudio teaches that products and licenses may be effectively and securely communicated over a distributed communications network such as a corporate intranet or the Internet (see claims 2, 16 above). Therefore it would have been obvious for one ordinarily skilled in the art to have setup a system and method to distribute and license products providing access to projects wherein

the request is received via a distributed communications network;

the license string is transmitted to the requestor via a distributed communications network;

the input unit is in electrical communication with a network and the input unit receives the request via the network;

the output unit is in electrical communication with a network and the output unit transmits the product and the license string to the requestor via the network.

Such a system would be attractive to purchasers of the products and make full use of the Internet while maintaining security and the proprietary nature of the products licensed.

As per claim 26.

Blackboard in view of IDC disclose all the limitations of claim 24.

RealAudio teaches that product and license delivery will occur only after payment has been received from the requestor (see claims 3, 23 above). Therefore it would have been obvious for one ordinarily skilled in the art at the time the invention was made to have utilized the RealAudio online payment features for any system and method of delivering and licensing project oriented products, for the sake of expediting order processing. Such systems and methods would comprise the limitation wherein

the request includes payment information associated with the requestor

Art Unit: 3621

As per **claims 28, 29, 43**.

Blackboard in view of IDC disclose all the limitations of claims 24 and 41, respectively.

RealAudio teaches that a license string formed by encoding a series of text characters in response to a request for product would be a strong, safe means for providing access to the product (see claims 5,6, 17 above). Therefore it would have been obvious to one ordinarily skilled in the art at the time the invention was made to use this licensing system and method to deliver project oriented products online, to ensure the security and protection of those products. Such a system and method would comprise:

- a cryptographic process forming the license string;
- the cryptographic process forming the license string by encoding a character text string;
- the license string generator using a cryptographic engine to produce the license string.

As per **claim 31**.

Blackboard in view of IDC disclose all the limitations of claim 28.

RealAudio teaches that license strings should be encoded to be specific to intended use, namely including within the string the date of license creation, number of users, and type of license (see claim 8 above). Therefore it would have been obvious to one ordinarily skilled in the art at the time the invention was made to use this license encoding scheme in order to deliver multiple, yet very specific licenses for project oriented software products, thus coming up with a system and method

- wherein the cryptographic process forms the license string by encoding:
  - a date of creation of the license string;
  - a number of users enabled by the license string; and
  - a type of license string created.

As per **claims 36, 37**.

Blackboard in view of IDC disclose all the limitations of claim 24.

RealAudio teaches that licenses may be provided with time limits, after which new licenses may be provided to allow users continued access to products beyond the initial time limit (see claims 13, 14 above). Therefore it would have been obvious to one ordinarily skilled in the art at the time the invention was made to include this feature in any system and method of licensing project oriented products, so that only new licenses need to be delivered for continued use of the products, instead of having to transmit the products themselves each time. Such a system and method would comprise:

- the product functioning for only a predetermined period of time if the license string is not entered into the product.
- the license string enabling the product to function beyond the predetermined period of time.

18. **Claims 27, 33, 44** are rejected under 35 U.S.C. 103(a) as being unpatentable over **Blackboard** in view of **IDC** and further in view of **Barber**.

As per **claim 27**.

Blackboard in view of IDC disclose all the limitations of claims 24.

**Barber** further discloses verifying payment information (see claim 4 above).

Art Unit: 3621

Therefore it would have been obvious to one ordinarily skilled in the art at the time the invention was made to have included this feature in a system and method for providing project oriented products so that no fraudulent purchases for said products may be made.

As per claims 33, 44.

Blackboard in view of IDC disclose all the limitations of claims 24 and 41, respectively.

*Barber* discloses generating, substantially at the time the request is received, a license string that controls access to the product, see Column 8, line 65 - Column 9, line 1 (claims 1, 15, 22 above).

Therefore it would have been obvious to one ordinarily skilled in the art at the time the invention was made to have included this feature in any system and method of licensing project oriented products, so that licenses may be accurately tailored to each product order and thus allow varied customization of the products to the requestors. Such a system and method would comprise

the license string being formed substantially at the time the request is received.

19. Claims 32 is rejected under 35 U.S.C. 103(a) as being unpatentable over *Blackboard* in view of *IDC* and further in view of *Barber* and *He et al.*

Blackboard in view of IDC disclose all the limitations of claims 24.

*Barber* in view of *He et al.* teach the use of a checksum, a well known method for data string validation, see *He et al.*, Column 10, lines 18-47 (claim 9 above), for the benefit of protecting information from being accidentally or maliciously changed and ensuring correct communication between user and the network. Therefore it would have been obvious to one ordinarily skilled in the art at the time the invention was made to have included this feature in any system and method of licensing project oriented products, for additional security and integrity of the licenses. Such a system and method would comprise

the license string including validation information.

20. Claim 30 is rejected under 35 U.S.C. 103(a) as being unpatentable over *Blackboard* in view of *IDC* and further in view of either *RealAudio* or *Barber* and *Official Notice*,

As per claim 30.

Blackboard in view of IDC disclose all the limitations of claim 28.

Both *RealAudio* and *Barber* disclose systems and methods for providing licenses to control access to products.

See claim 7 above for *Official Notice*.

It would have been obvious to one ordinarily skilled in the art at the time the invention was made to have set up systems and methods for licensing project oriented products with licenses avoiding the use of encoded strings with the capital letters O and I and the numerals 1 and O, in order to minimize user error in reading the licenses and entering them into the products licensed, in turn lessening user irritation and negative response to the product providers themselves.

Art Unit: 3621


**Conclusion**

Any inquiry concerning this communication or earlier communications from the examiner should be directed to David Q Le whose telephone number is 703-305-4567. The examiner can normally be reached on 8:30am-5:30pm Mo-Fri.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, James P Trammell can be reached on 703-305-9768. The fax phone numbers for the organization where this application or proceeding is assigned are 703-305-7687 for regular communications and 703-305-7687 for After Final communications.

Any inquiry of a general nature or relating to the status of this application or proceeding should be directed to the receptionist whose telephone number is 703-308-1113.

DQL  
November 26, 2002



**JAMES P. TRAMMELL**  
**SUPERVISORY PATENT EXAMINER**  
**TECHNOLOGY CENTER 3600**